



C o u n t y o f S a n L u i s O b i s p o

## GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

### REQUEST FOR PROPOSAL PS-#1123 AERIAL PHOTOGRAPHY

April 11, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for aerial photography.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit six (6) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on April 29, 2011 by 3:00 p.m. to:

County of San Luis Obispo  
Phill Haley, GSA - Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Desiree Ramos at (805) 781-1571.

Phill Haley  
Buyer II - GSA - Purchasing  
[phaley@co.slo.ca.us](mailto:phaley@co.slo.ca.us)

**AERIAL PHOTOGRAPHY****LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**AERIAL PHOTOGRAPHY****PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of six (6) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on April 29, 2011. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: Phill Haley  
Telephone: (805) 781-5904
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for 45 days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be

**AERIAL PHOTOGRAPHY**

obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and "hold harmless", the County arising out of such dispute, lawsuit, claim or demand.

**AERIAL PHOTOGRAPHY****PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. At least 3 Client references from recent related projects, including name, address and phone number of individual to contact for referral. Local references are preferred.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
  - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
  - a. Propose total fixed fees to complete project as described under Project Scope.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

**AERIAL PHOTOGRAPHY****d. Indemnification:****SAN LUIS OBISPO COUNTY  
CONTRACTOR - NON CONSTRUCTION**

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**AERIAL PHOTOGRAPHY****PROJECT SCOPE**

This project is to provide aerial photography of one foot pixel resolution for 2,850 square miles within San Luis Obispo County and to provide aerial photography of six inch pixel resolution for 500 square miles within San Luis Obispo County.

Deliverables will be as follows:

- A. The above mentioned 2,850 square miles of San Luis Obispo County that falls within the Nuclear Power Plant IPZ area, as an ortho-rectified<sup>1</sup>, geographically positioned digital image file(s), including geo-referenced coordinate files and associated metadata. Scale is to be 1:12,000 or better capable of providing a 1.0 ft. per pixel resolution image for the entire IPZ area.
- B. The above mentioned 500 square miles of San Luis Obispo County within the Nuclear Power Plant IPZ area, as an ortho-rectified<sup>1</sup>, geographically positioned digital image file(s), including geo-referenced coordinate files and associated metadata. Scale is to be 1:6,000 or better capable of providing a 0.5 ft. per pixel resolution image for the area .
- C. Technical support to assure product compatibility with County systems.

The Content of the Deliverables will be as follows:

- A. The digital imagery portion of this project will be delivered as a reproducible single mosaic, and as individual (edge-matched) "tiled" imagery files with the location index.
- B. The imagery will be geo-referenced to the California State Plane Coordinate System, Zone 5, NAD '83 feet, utilizing a Lambert Conformal Conic projection. Imagery will be ortho-rectified and geographically referenced using the County's licensed 2004 IFSAR DEM for positioning accuracy within the county GIS spatial data base. The resulting imagery must match the positional accuracy of the IFSAR 2004 DEM, unless more accurate control is available.  
Please Note: Flight altitude will be an important consideration and will take precedence over scanning resolution when ranking proposals.

**Digital Data/ Media and File Format**

- A. The digital data must be compatible with MS Windows operating systems. The aerial photography is to be provided in a digital format as geo-referenced, ortho-rectified imagery.
- B. The imagery product will be delivered in a standard compressed format (JPG) as well as a lossless compressed format (TIFF). Software or algorithms necessary to display this format must be easily integrated into all ESRI and Autodesk software products. The imagery must also be usable and viewable independently apart from these software products.

---

<sup>1</sup> Ortho-rectified (orthographic rectification) refers to correcting the distortion of a photographic image caused by lens curvature. Usually, this is done by overlapping individual photographs on each side by 20% or more and utilizing only the remaining image area.

**AERIAL PHOTOGRAPHY**

- C. The imagery is to be edge-matched and histogram<sup>a</sup> balanced to provide a smooth tonal and brightness transition among all images. The imagery will be arranged as a reproducible single mosaic, but also must be sectioned to practical-sized image files. The County and the contractor will determine the size of the individual image files after the initial flight.

## Requirements

- A. Aerial photography will take place when atmospheric conditions are such that clear and well defined images can be obtained. Photography shall not be acquired when clouds, fog, haze or smog obscures ground.
- B. Aerial photography shall take place at a time of day when shadows caused by topographic relief, and/or sun angle will be at or near a minimum. Excessive and deep shadows may be cause for rejection of photography.
- C. Before full production has begun, the contractor shall provide the County with 1 prototype of an area of approximately 9 square miles for a quality control review. A notice to proceed for the full project will follow within 7 days if all quality checks are satisfactory.
- D. Contractor will describe methods and equipment used to acquire aerial imagery.
- E. Contractor will describe methods used to post-process (ortho-rectify mosaic, histogram balance) the imagery.
- F. Contractor will describe final deliverable product, including data format, any software used to view or export imagery, image format export capabilities and any other special considerations or features.
- G. Contractor will describe any data ownership and / or license restrictions.
- H. Contractor will describe costs and deliverables for the County of San Luis Obispo and each of the named potential participants individually.
- I. If Contractor proposes to license this imagery, license will allow county agencies to display, but not download, this imagery over the internet or mobile data communications systems.
- J. If Contractor proposes to retain ownership of the imagery, Contractor will describe how others (private citizens, businesses, other agencies) can access, use, or acquire this imagery

---

<sup>a</sup> Histogram refers to the graphic representation of the number of pixels at each brightness level in an image (tonal range of the image). Histogram balance is a technique used to blend edges and help create the effect of a seamless image.